

LICENSE AGREEMENT

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WITNESSETH:

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- (d) any other violation of this Agreement by Licensee,

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16. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, regardless of the place of its physical execution and without regard to its choice of laws provisions. Any suit brought hereon shall be brought exclusively in the state or federal courts sitting in Chicago, Illinois, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personal jurisdiction over it and consents to service of process in any manner authorized by Illinois law.

17. Licensee shall not, without prior written consent of ADA, assign, delegate, sublicense, pledge, or otherwise transfer this License Agreement.

18. This instrument contains the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or changed orally, but only by an agreement in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement all on the day and year first written above.

LICENSEE:

By: / Thomas Hoyer/
Title: Director, CCPPG, CHPP

AMERICAN DENTAL ASSOCIATION

By: / John S. Zapp, D.D.S./
Title: Executive Director

Document signed August 18, 1999

ATTEST: